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888 SIXTEENTH STREET, N.W.  
WASHINGTON, D.C. 20006-4103  
202-296-8800

May 8, 1995

4696  
HHH HHH  
FILED 1995

VIA FEDERAL EXPRESS

Vernon A. Williams  
Secretary  
Interstate Commerce Commission  
12th Street and Constitution Avenue, N.W.  
Washington, D.C. 20423

Attention: Janice Fort, Room 2311

MAY - 8 1995 10 52 AM  
RECEIVED  
OFFICE OF THE  
SECRETARY  
LICENSING BRANCH

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11303(a) are two original executed copies and two photostatic copies of a Partial Release of Lien, dated as of April 7, 1995, relating to a Railcar Security Agreement, dated as of May 1, 1985, between The Pittsburgh and Lake Erie Railroad Company and The Connecticut National Bank, as security trustee (the "Railcar Security Agreement"), duly recorded and filed with the Interstate Commerce Commission pursuant to 49 U.S.C. §11303 on June 6, 1985, under Recordation Number 14696, which Railcar Security Agreement is a primary document as defined in the Commission's Rules for the Recordation of Documents.

The name and address of the party to the enclosed document is:

Shawmut Bank Connecticut, N.A. (formerly, The Connecticut National Bank), as Security Trustee  
777 Main Street  
Hartford, CT 06115

Vernon A. Williams  
May 8, 1995  
Page 2

A description of the railroad equipment covered by the enclosed document is set forth in Appendix A to the Partial Release enclosed herein.

Also enclosed is a check in the amount of \$21.00 payable to the order of the Interstate Commerce Commission covering the required recordation fee.

Kindly return one stamped original and both stamped photostatic copies of the enclosed document and the stamped photostatic copy of this letter to Susan F. Liffvendahl at Ross & Hardies, 150 North Michigan Avenue, Suite 2700, Chicago, Illinois 60601.

Following is a short summary of the enclosed document and primary document to which it relates:

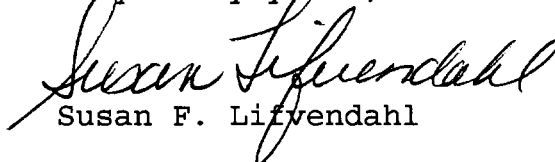
Document to be Recorded

Partial Release of Lien from Shawmut Bank Connecticut, N.A. (formerly, The Connecticut National Bank), as Security Trustee, dated as of April 7, 1995 releasing lien on the railcars described on Appendix A thereto.

Primary Document to Which it Relates

Railcar Security Agreement, dated as of May 1, 1985, between The Pittsburgh and Lake Erie Railroad Company and The Connecticut National Bank, as security trustee, recorded and filed with the Interstate Commerce Commission pursuant to 49 U.S.C. §11303 on June 6, 1985 under Recordation Number 14696.

Very truly yours,

  
Susan F. Liffvendahl

SFL/ej  
w/encl.

cc: Gordon E. Neuenschwander  
Robert W. Kleinman  
Susan G. Lichtenfeld

RECORDATION NO. 14696-~~HHH~~HHH  
FILED 1426

PARTIAL RELEASE OF LIEN MAY - 9 1995 - 10 55 AM

INTERSTATE COMMERCE COMMISSION

KNOW ALL MEN BY THESE PRESENTS THAT:

*Originals - Stamp and return to Susan F. Litrendahl*  
PITTSBURGH & LAKE ERIE PROPERTIES, INC., a  
(the "PLE") (formerly known as The  
erie Railroad Company, has heretofore  
d its Railcar Security Agreement dated as of  
lcar Security Agreement") to THE CONNECTICUT  
onal banking association, as security  
SHAWMUT BANK CONNECTICUT, NATIONAL  
urity Trustee") under the Master Agreement  
uring of Obligations of The Pittsburgh and  
La Railroad Company dated as of May 1, 1985, as amended  
and supplemented (the "Master Agreement"); and

WHEREAS, the Railcar Security Agreement was duly  
recorded and filed with the Interstate Commerce Commission  
pursuant to 49 U.S.C. § 11303 on June 6, 1985, under Recordation  
Number 14696; and

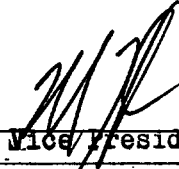
WHEREAS, the PLE has requested the Security Trustee to  
release from the lien of the Railcar Security Agreement certain  
property hereinafter particularly described and has complied with  
all conditions of the Railcar Security Agreement and the Master  
Agreement precedent to such release.

NOW, THEREFORE, the Security Trustee, for and in  
consideration of Ten Dollars (\$10.00) and other good and valuable  
consideration, receipt whereof is hereby acknowledged, and  
pursuant to the authority vested by the Master Agreement and the  
Railcar Security Agreement in the Security Trustee, does hereby  
RELEASE, REMISE, CONVEY AND QUIT CLAIM unto the PLE, its  
successors and assigns, all of the right, title, lien, interest,  
claim or demand whatsoever which the Security Trustee has or may  
have acquired under, through or by virtue of the Railcar Security  
Agreement in and to the property described in Appendix A hereto.

THIS INSTRUMENT is executed upon the express condition  
that nothing herein contained shall be construed to release from  
the lien of the Railcar Security Agreement, or to impair said  
lien upon any property subject thereto, except the property  
hereinabove specifically described.

IN WITNESS WHEREOF, the Security Trustee has caused this instrument to be duly executed and delivered by its duly authorized officers as of this 7 day of April, 1995.

SHAWMUT BANK CONNECTICUT, NATIONAL  
ASSOCIATION, as Security Trustee

By:   
Title: Vice President

STATE OF CONNECTICUT       )  
                                      ) SS.  
COUNTY OF HARTFORD       )

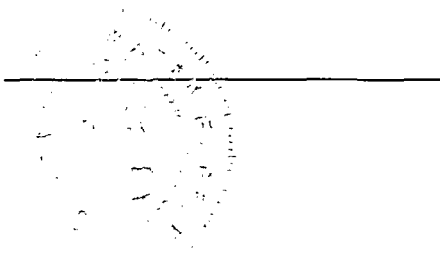
On this 7 day of April, 1995 before me, a Notary Public, duly commissioned, qualified and acting, within and for said County and State, appeared in person the within named MICHAEL M. HOPKINS to me a Vice President of Shawmut Bank Connecticut, a national banking association, and duly authorized by authority of the board of directors or the by-laws of said association in his capacity as such officer to execute and acknowledge the foregoing instrument for and in the name and on behalf of said association and further stated and acknowledged that he has so signed, executed and delivered the foregoing instrument as the free and voluntary act and deed of said association, for the consideration, uses and purposes therein mentioned and set forth and desired that the same might be recorded as such.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 7 day of April, 1995.

Karen R. Felt  
Notary Public

My Commission Expires:

**KAREN R. FELT**  
**NOTARY PUBLIC**  
My Commission Expires 02/28/99



APPENDIX A

THIRTY-SIX 70-TON HOPPER CARS

PLE 63752  
PLE 63775  
PLE 63827  
PLE 63834  
PLE 63852  
PLE 63911  
PLE 63915  
PLE 63919  
PLE 63930  
PLE 63961  
PLE 64031  
PLE 64053  
PLE 64064  
PLE 64120  
PLE 64123  
PLE 64128  
PLE 64130  
PLE 64152  
PLE 64171  
PLE 64179  
PLE 64218  
PLE 64230  
PLE 64279  
PLE 64312  
PLE 64350  
PLE 64365  
PLE 64367  
PLE 64376  
PLE 64383  
PLE 64415  
PLE 64422  
PLE 64440  
PLE 64456  
PLE 64461  
PLE 64463  
PLE 64469



Interstate Commerce Commission  
Washington, D.C. 20423-0001

5/9/95

Office Of The Secretary

Susan F. Lifvendahl  
Ross & Hardies  
150 North Michigan Avenue  
Chicago, Illinois 60601-7567

Dear Madam:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 5/9/95 at 10:55AM, and assigned recordation number(s).

14696-HHHHHH,IIIIII,JJJJJJ,12317-GGGGG,  
12317-HHHHH,IIIIII, 9495-k and 9495-L.

Sincerely yours,

  
Vernon A. Williams  
Secretary

Enclosure(s)

(0100620041)

\$ 168.00 The amount indicated at the left has been received in payment of a fee in connection with a document filed on the date shown. This receipt is issued for the amount paid and in no way indicates acknowledgment that the fee paid is correct. This is accepted subject to review of the document which has been assigned the transaction number corresponding to the one typed on this receipt. In the event of an error or any questions concerning this fee, you will receive a notification after the Commission has had an opportunity to examine your document.

Signature

